Request for Competitive Sealed Proposals (RFCSP) for Enterprise Resource Planning (ERP) Solutions

City of Murfreesboro



ISSUE DATE: October 15, 2013

PRE-PROPOSAL CONFERENCE: October 30, 2013 at 2:00 p.m. Local Time
RESPONSE DUE DATE: November 13, 2013 at 2:00 p.m. Local Time

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SUBJECT: NOTICE OF REQUEST FOR COMPETITIVE SEALED PROPOSALS Enterprise Resource Planning (ERP) Solutions

The City of Murfreesboro ("the City" or "Murfreesboro") invites proposals from qualified firms with outstanding qualifications, experience and knowledge to provide and implement commercial off-the-shelf ("COTS") enterprise resource planning ("ERP") solutions to support the City's future needs. The desired outcome is the replacement of the City's existing 20-year-old "COBOL" applications with contemporary information systems for Finance ("FIS"), Human Resources ("HRIS"), Payroll, and Municipal Court, as well as key integrations and interfaces. The specific services requested in the Request for Competitive Sealed Proposals (RFCSP) are detailed in the attached Scope of Work.

It is the goal of the City to acquire commercial-off-the-shelf product(s) that will be configured to provide the full range of ERP functionality, using proven state-of-the-art technology that will provide the ability to plan, control and account for the City's business activities and resources. The system will be used by all Departments in the City government.

THE CITY'S GENERAL GOVERNMENT USES FUND ACCOUNTING AND THE CITY'S WATER AND SEWER DEPARTMENT USES ENTERPRISE FUND ACCOUNTING. AS SUCH, ANY SOLUTION PRESENTED MUST BE ABLE TO CONFORM TO BOTH ACCOUNTING PRACTICES SEPARATELY.

Assumptions:

- The contract resulting from this RFCSP (Contract) shall include one or more licensing agreements, software maintenance agreements, and professional service agreements for implementation, training, project management, implementation services and software installation.
- Offerors may propose any combination of the requested applications. The
 language in this RFCSP assumes separate solutions for these applications, but
 an integrated solution from the same Offeror which is most advantageous to the
 City would be a preferred outcome. However, there is NO COMPETITIVE
 ADVANTAGE for separate firms without an integrated solution to team to submit a
 proposal that includes all of the applications requested by the City.
- The Software Maintenance Agreement pricing shall encompass a minimum of five years with annual renewals thereafter.
- The City has contracted with Westin Engineering, Inc (Westin) to assist with the ERP selection. All communications concerning this RFCSP shall be submitted in writing to Mr. Michael Moosavi at Westin. Mr. Moosavi may be contacted via email at michael.moosavi@we-inc.com by phone at (512) 516-7312. Offerors and their representatives shall not make any contact or communicate with any employees, directors, and consultants of the City, other than Mr. Moosavi, in regard to any aspect of this solicitation.
- A web site has been established for disseminating information and documentation to Offerors regarding this procurement at www.murfreesborotn.gov/erpRFCSP.
 The RFCSP document, addenda, and all related announcements and documents

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shall be posted on this web site. All registered Offerors should access the web site to obtain key information. Offerors have the responsibility of visiting the web site frequently and keeping themselves apprised of any information relevant to the RFCSP requirements, timelines, addenda, meetings, and related documents.

 Proposals must be received no later than the date and time specified on the cover page of this document. Proposals and amendments to proposals received after the date and time specified above may not be considered. All proposals must be clearly marked "Enterprise Resource Planning Solutions - ATTN: Erin Tucker" on the outside of the envelope. A separate sealed envelope inside the proposal must be clearly marked "ERP Price Schedule".

Copies of the proposals should be delivered to the City of Murfreesboro and addressed as follows:

City of Murfreesboro 111 West Vine Street. Murfreesboro, TN 37130 Attention: Ms. Erin Tucker

All correspondence and transmittals should be clearly marked "City ERP" and should indicate the date and time of RFCSP closing. A pre-proposal conference will be held at the date and time specified on the cover page of this document. The location will be Murfreesboro City Hall, 111 West Vine Street, Murfreesboro, TN 37130. The City will provide an opportunity for the short-listed firms to demonstrate their software during the dates listed in Section 4.2 under Schedule.

All prospective Offerors should keep this period available. Offerors must submit information that shows in detail how their proposed system complies with the City's minimum requirements. Offerors are also encouraged to submit any information that indicates how their proposed system would provide the City with features and enhancements that exceed the minimum system requirements as set forth in this RFCSP.

The procurement will be conducted in accordance with the City of Murfreesboro's procurement policies.

Sincerely,

City of Murfreesboro Melissa Wright, Director of Finance

RFCSP Summary

The RFCSP is divided into seven sections. The following describes each of the sections in the RFCSP.

Section 1 – City of Murfreesboro Background

Section 1 describes the City of Murfreesboro's organization and describes the activities the City performs to satisfy its charter. In addition, this section discusses the City's current technical environment including hardware, software, network and staff resources. Finally, this section discusses the City's objectives for this procurement.

Section 2 – Proposal Requirements

Section 2 describes the requirements for the solution providers and the software solutions. The minimum requirements that the solution providers must meet to be considered for this procurement are specified. The scope of the procurement, including the system functions to be provided, is also covered in this section. Specific application, implementation, training, maintenance and support and pricing requirements are addressed as well. Users and transactional volume metrics are included for Offeror reference.

<u>Section 3 – Proposal Guidelines</u>

Section 3 discusses the rules for the RFCSP and defines what information the Offerors must include, the required response method, and the RFCSP contact information. The anticipated schedule for the procurement is also presented.

Section 4 - Proposal Evaluation

Section 4 describes how the City will evaluate the Offeror's RFCSP responses and the process for selecting the final solution provider. Specific evaluation criteria are discussed as well as the processes for short-list selection, solution evaluation and finalist selection.

Section 5 – Contract Terms and Conditions

Section 5 lists the terms and conditions with which the successful Offeror must comply for this procurement. If an Offeror takes exception to any of the terms and conditions, it must clearly state this in the transmittal letter that will accompany its RFCSP response.

<u>Section 6 – RFCSP Response Requirements and Format</u>

Section 6 outlines how the RFCSP response should be formatted and organized. It lists the sections to be included in the RFCSP response and defines the information to be provided in each section of the RFCSP response. Failure of the Offeror to comply with these requirements may lead to the Offeror's response being considered non-responsive and excluded from further consideration. Offerors should make sure they follow the format as defined.

Section 7 - Appendices

The appendices contain the functional requirements checklist and all required forms to be completed by the Offeror.

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1 City of Murfreesboro Background

The City is providing this information so that Offerors may better understand the City's requirements and this RFCSP.

1.1 Overview

The City of Murfreesboro is a full service local government, which includes more than 20 departments providing municipal services to more than 110,000 citizens. Murfreesboro is the home of Middle Tennessee State University, and a component of the greater Nashville metropolitan area. The City has a City Manager form of government, and is governed by an elected City Council consisting of seven persons.

1.2 Project Overview

The City is seeking complete product solutions from one or more Offerors to replace its existing "COBOL" applications with contemporary information systems for Finance ("FIS"), Human Resources ("HRIS"), Payroll, and Municipal Court, as well as key integrations and interfaces. The City has been using its existing applications for more than 20 years. Increased demand for data analysis, automation, and operational improvements dictates the need for process and system upgrades.

1.3 <u>Technology Overview</u>

The Information Technology (IT) division of the City is responsible for enterprise and departmental system support, network management, providing support to all City system users, and updating software/hardware. The IT division supports the computing needs of approximately 900 City employees.

The City IT Division has established certain standards for information technology, and the City intends to procure only those technology products that substantially conform to these standards. The City currently conforms to the following system standards:

System	Standard
Database	Microsoft SQL Server 2008 R2
Server OS	Windows Server 2008 or higher
Desktop OS	Windows 7
Network Hardware	ERPco
Smart phones	iPHONE, Android
Network Protocol	TCP/IP
Office Productivity	Microsoft Office 365
E-mail Server	Microsoft Office 365
E-mail Client	Outlook 2013
GIS	ESRI 10.1

1.3.1 Hardware

The City has a stated preference for Windows-based servers and desktop computers using Intel or AMD processors. Beyond that preference, the City is open to a range of hardware solutions.

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Offerors are requested to provide specifications for all hardware required to successfully implement their proposed ERP solutions. City IT will work with the successful Offeror to finalize the hardware specifications, and will procure any necessary additional hardware independently of this contract.

Server Overview

The City has a number of physical servers currently operational. At this time, no determination has been made as to whether any of these will be repurposed for the new ERP or whether new servers will be acquired for the ERP implementation. In the past, the practice has been typically to dedicate a server to a particular application or service. More recently, the practice has been to move towards larger, shared servers as older machines are retired.

Servers all run MS Windows Server operating system. Many older machines run Server 2003, some of which are 32-bit versions. Newer servers run Server 2012 and 2008, and are 64-bit.

At present, servers are a mix of tower and rack-mountable formats. Rack mounting is strongly preferred.

City IT is experimenting with server virtualization. Initial experiments utilized VMware, but Hyper-V has also been tested.

Desktops

The City currently supports workstations and laptops with the following general characteristics:

- Microsoft Windows XP and Windows 7 operating systems.
- Hardware is procured off of the State of Tennessee GSA schedule, and is primarily from Dell or HP. A few Gateway PCs are still in service.
- Microsoft Office 365

1.3.2 Local and Wide Area Networks

The City network is based on Cisco switches and utilizes TCP/IP. Within buildings, the cabling is standard CAT-5. The wide-area network is fiber optics.

Overall, the stability and speed of networking is considered acceptable. A recent study identified some older switches and some configuration issues, some of which are being addressed this fiscal year.

The successful Offeror will be provided network schematics and technical specifications to assist in implementation planning.

Other Important Systems

The City utilizes the following enterprise application software:

- Geographic Information System (ArcGIS 10.1 and ArcServer 10.1 running on MS SQL Server 2008 R2, from Esri)
- FIS and Payroll ("COBOL" from Programs Unlimited, Inc.)

- Municipal Court ("COBOL" from Programs Unlimited, Inc.)
- Land Development ("Blue Prince", from Builderadius, Inc.)

1.4 Objectives

The selection and implementation of new ERP solutions will provide the City with the opportunity to enhance all its current business processes and improve the efficiency of these processes. The opportunity to improve the current business processes and integration of functions is the primary reason for implementing new ERP solutions. The opportunities for improving the City's business process efficiencies can be grouped into the four major classifications:

- New and improved business functions
- Productivity improvements
- Integration improvements
- New business opportunities

Each of the opportunities are identified and defined in the following tables.

- Table 1—New and Improved Business Functions identifies the major business process improvements that should be provided by the new systems.
- **Table 2—Productivity Improvements** identifies the functional improvements that will allow the City staff to make more efficient use of the new ERP solutions.
- Table 3—Integration Improvements identifies desired integration improvements that are needed to improve efficiency and minimize the manual transfer of data.
- Table 4—New Business Opportunities identify the need for flexible systems to support the City in addressing new business opportunities.

Table 1 – New and Improved Business Functions			
Opportunity Description of Opportunity			
Financial Management	The City expects to be able to more effectively manage all information associated with budgets, expenditures, revenues, and services. Each of these areas should be capable of being analyzed to support management, policy, and productivity decisions.		
Human Resources Management	The City needs to implement tools that support conformance with best practices, compliance with current and future regulations, and improved efficiencies in managing its human capital resources.		
Municipal Court	The City requires improved efficiency for its Municipal Court business processes, with support for many exceptions and rules, and a high degree of auditability and regulatory compliance.		

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Table 2 – Productivity Improvements			
Opportunity	Description of Opportunity		
Improved Report Generation	The new ERP should provide improved and easy-to-use report generation and publication capabilities. The system should allow the easy development of unique or custom reports. Report data should be easily imported into other applications.		
Paperless System Operation	The City would like to provide automated reporting and report distribution through the use of the Intranet or other electronic methods. In addition, copies of the electronic files and reports should be available for viewing, downloading and printing. The City wants to have the ability to transition to a paperless system in the future.		
Computer Generated Forms	The ERP should provide the capabilities to generate letters and forms within the application and not as a separate add-on module.		
Improved Work Flow	The ERP should provide the City with workflow support. The City recognizes the need to modify some of its current business processes to make effective use of the new ERP. However, the City wants to be able to control the definition of workflows and not be forced to implement unnecessarily complex workflows.		
Improved Security	The new ERP must provide a good security system with the ability to control access down to the individual data field. The security system should provide easy management of user profiles that mediate system access. The security system should provide a complete auditing capability to track user activities.		
On-line Help	The new ERP should provide an easy to use and comprehensive on-line help function.		

Table 3 – Integration Improvements			
Opportunity	Description of Opportunity		
Customer Information System (CIS)Integrati on	The City's Water and Sewer Department's current FIS and CIS systems are integrated with one another, both being modules of the legacy "COBOL" application. The City's Water and Sewer Department is presently replacing the COBOL CIS with "CIS Infinity", a packaged application from Advanced Utility Systems ("AUS", a division of Harris Computer Corporation). A number of daily Journal Entries for the FIS are initiated in the CIS.		
	The Offeror should discuss its experience integrating with Advanced Utility Systems' CIS Infinity, and propose the price for providing that integration to Murfreesboro.		
Fleet System Integration	The City uses the "FASTER" fleet management and "Fuel Master" software packages (from CCG Systems, Inc.). This produces intragovernmental charges (forfuel, maintenance and repairs of each department's vehicles and equipment) and a quarterly adjustment of fleet profit/loss to the using departments based on labor hour usage of the fleet department.		
	The Offeror should discuss its experience integrating with FASTER and Fuel Master, and propose the price for providing that integration to Murfreesboro.		
Tax Billing	The City uses the "Local Government" Property Tax Billing and Business		

and Business	License software (from Local Government Corporation, Columbia, TN). A
License	number of daily Journal Entries for the FIS are initiated in these applications.
System	
Integration	The Offeror should discuss its experience integrating with Local Government
	Corporation's Property Tax and Business License applications, and propose the
	price for providing those integrations to Murfreesboro.
Geographic	The ERP must integrate with GIS to show project locations and to support
Information	future potential uses of spatial data. The City uses Esri's ArcGIS 10.1, with
System (GIS)	ArcServer.
Electronic	The ERP must integrate with electronic document management systems. An
Document	enterprise document management solution is anticipated, but no
Management	implementation timetable has been defined.
System	
(ÉDMS)	The Offeror should identify EDMS products with which its ERP solution has
	been integrated, and discuss its capabilities to support any future integration.
Bank	The ERP must be compatible with the current bank batch file reporting and data
Integration	transfer requirements. The City uses various banking partners. Please describe
lg. se	your interface method.
Payment	The ERP must be able to integrate with common payment vendors. Please
Vendors	describe your interface method.
Municipal	The City's current FIS and Courts systems are integrated with one another, both
Court System	being modules of the legacy "COBOL" application. A number of daily Journal
Integration	Entries for the FIS are initiated in the Courts system. The City plans to replace
Integration	the COBOL Courts application as soon as is feasible.
	the COBOL Courts application as soon as is leasible.
	The Offeror should discuss its experience integrating with third party Municipal
	Court Systems, and propose the price for providing that integration to
	Murfreesboro. If the Offeror offers a Municipal Court system which addresses
	the requirements described elsewhere in this document, the City encourages
	you to propose that product.
Payroll	The City's current FIS and Payroll systems are integrated with one another,
Integration	both being modules of the legacy "COBOL" application. The new Payroll
Integration	
	application should utilize employee data which resides in the HRIS, and should
	initiate Journal Entries for the FIS.
	If the Ofference is not preparing an integrated FIC LIDIC and Devell application
	If the Offeror is not proposing an integrated FIS, HRIS, and Payroll application,
	it should discuss its experience integrating Payroll with third party FIS and HRIS
Departmental	products.
Departmental	Several City departments collect cash, much of which is tracked in operational
Cash	systems which meet these departments' needs. A number of cash receipts
Receipts	transactions and Journal Entries are initiated in these systems daily. These
	departmental systems include the following:
	"My Senior Center" senior center management and reporting system
	"RecTrack" recreation management application
	"Club Prophet" golf club management system
	The Offeror should discuss its experience integrating with these applications.
Cost of	The City uses the "Trail Blaze" cost of service modeling package to project
Service Model	future utility cash flows and the resulting revenue requirements. The FIS
Integration	Offeror should discuss its experience interfacing with Cost of Service models,

including any experience with Trail Blaze.

Table 4 – New Business Opportunities			
Opportunity	Description of Opportunity		
Mobile	The City would like to enable its staff to work in the field and wishes to take advantage of mobile technology.		
Manage New Businesses	The ERP should be able to add new account codes, funds, and human resources capabilities that will support the City to address additional service areas, to provide services for other agencies, and to comply with future regulatory requirements.		
Document Management	The City desires to manage more of its documents in an electronic environment. The first choice would be to take advantage of any embedded file attachment capability in the primary application. This will only be possible if the proposed solution includes a flexible document management solution. Documents should be able to be attached at multiple levels and in each module. If the Successful Offeror's solution cannot accommodate this, the City will look for an outside document management package that will be required to be integrated with the selected solution.		
Performance Management	The City is interested in better performance management and would like to utilize the inherent capabilities of the proposed solution. Executive Information systems, integration with operational data, robust queries, and reporting tools as part of the proposed solution would be the preferred method for managing performance.		

1.5 Business Process Improvement

The City plans on using the financial accounting and human resources, best practices embedded in modern ERP systems. The City's goal is to modify its current business processes to take advantage of these business processes.

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2 RFCSP Proposal Requirements

The primary and overriding goal of the ERP solutions is to improve the financial, human resources management and the City Court system capabilities of the City. Table 5 lists several other objectives which have been established to guide the ERP solution acquisition process in accomplishing this goal.

Table 5 – ERP Solution Acquisition Objectives			
Acquire an integrated FIS software package and an integrated HRIS software package.	A single system to support most, if not all, of the Financial management functions, and a single system to support most, if not all, of the Human Resources management functions. These two systems must provide a high degree of integration, to enhance the sharing of information and minimize duplication of data and the resulting conflicts and errors. In addition, the City may optionally acquire an integrated Municipal Court software package with the same characteristics.		
Select qualified Successful Offerors for the FIS and for the HRIS.	The selection of qualified Successful Offerors that have the capability to execute this project with approaches and technology that will serve the City throughout the full lifecycle of the project. The Successful Offerors must also have the financial strength and experience to implement the FIS and HRIS (and optionally, Municipal Courts system) within the City's budget, schedule, and time constraints.		
Adopt new business practices.	The implementation of best practices and improved business practices will allow the City to take maximum advantage of the newly acquired systems. Many COTS solutions for FIS, HRIS, and Courts incorporate new work flows and business practices that have proven effective in similar agencies.		
Modify existing business practices.	The existing City business processes will be modified as necessary to most effectively utilize the functionality of the newly acquired systems. The greatest improvements in efficiency and cost reductions are usually associated with modification of work flows and business processes. The combination of implementing these software packages with new business processes should maximize improvements in the City's efficiency.		
5. Allow no software customization.	The City prefers to select an ERP that is enhanced through tailoring and configuration rather than code modification. The customization of software will be highly restricted and will be permitted only when absolutely necessary.		
6. Acquire a COTS	The use of a COTS solution will allow the City to use the most current proven technology while reducing its total		

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	based solution.	cost of ownership.
7.	Require continual COTS maintenance.	The selected COTS solution for FIS and HRIS (and optionally, Courts) must be covered by a continuing maintenance and enhancement service to guarantee a long useful life of the product (10 years or more).
8.	Seek the highest level of cost effective integration.	The FIS and HRIS (and optionally, Courts system) will be integrated internally, with each other, and with other current and future City information management systems. The implementation of integrated systems will allow sharing of data and support the elimination of duplicate and conflicting data. Use of an FIS and HRIS (and optionally, Courts system) that are integrated with other City information systems will facilitate use of the best and most current information from all information management systems.
9.	Conform to current City of Murfreesboro IT Policies and Standards	It is the intention of the City to select and implement COTS software solutions that are compatible with the current IT policies and standards for the City of Murfreesboro including system architecture, operating system environment, workstation configuration, mobile computing, database, network configuration, and reporting.
10	. Develop a flexible acquisition approach.	The FIS and HRIS (and optionally, Courts system) acquisition approach will be flexible in order to accommodate the inevitable unforeseen issues and challenges associated with implementing a major information system. Successful implementation of these applications demands the use of a flexible acquisition approach that can control changes to the system while providing desired functions, managing cost, and controlling the implementation schedule.
11	. No prequalification of Offerors	A list of firms which provide FIS, HRIS, and Courts solutions for mid-sized local governments will be identified and will be sent a copy of the RFCSP. No Offeror will be denied the opportunity to submit an RFCSP response.
12	. Limit software acquisition risk	The business process changes being planned, the introduction of new best practices, and new technology systems, coupled with the desired implementation time schedule, create a risk for failure. Risk management will be critical to the successful implementation of the new FIS and HRIS(and optionally, Courts system). Some specific risk mitigation activities should include a high level of communication and phased implementation of some advanced capabilities.

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13. Preference for System Provider as prime contractor	The City prefers to contract with the System Provider as the prime contractor. If the System Provider wishes to use an integration partner, the City would prefer that the integration partner be a subcontractor to the System Provider. The City will reserve the right to accept or reject any proposed integration partners, while retaining
	the System Provider's solution.

2.1 Minimum Requirements of Offerors

The following minimum qualifications must be met for the Offeror to be considered for this procurement:

- The Offeror must have the proposed solution installed and in production in at least five organizations in the United States of similar size to the City, with local government experience and 15 implementations overall in the public sector with five implementations of the solution in the previous five years and at least one installation on the version proposed within the past two years.
- The solution must run on a relational database management system (RDBMS). Microsoft SQL Server 2008 R2 is the preferred database management system.
- The Offeror must provide a Graphical User Interface (GUI) or Browser/Portal Based User Interface (BUI) for system use, but must also allow for efficient data entry and high volume data access through keypads, hot keys, etc. without utilization of a mouse.
- The System Provider must propose a single point of contact with overall responsibility for the successful installation of the solution. A Primary Vendor contract with the provider of the software solution is strongly preferred.

2.2 Scope

This procurement is for the implementation of ERP solutions that will meet the needs of the City. The successful System Provider's solution will address all the required elements in this RFCSP. The major items that are to be addressed by the System Provider in the response to the RFCSP for the implementation of the ERP include the following:

- COTS Software products for FIS, HRIS, Payroll, and/or Municipal Court
- Completed Functional Requirements scorecards
- Software maintenance and support
- Software upgrades
- Software licenses
- Software warranties
- Integration Architecture
- Requirements for the computing hardware infrastructure to support the ERP
 - Servers and server installation/configuration at City facilities

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- o Workstations and workstation installation/configuration at City facilities
- o Printers and other peripheral equipment
- Network connections to the City network
- Other automation equipment
- Implementation Services

Each of the items listed above needs to be addressed in the RFCSP response. Failure to address all the items may result in the response being considered non-responsive and preclude the Offeror from further consideration by the City.

2.2.1 Functional Processes

The following is a list of the functional processes that the City wishes to include in the scope of this procurement. Offerors may propose any combination of the requested applications.

Financial Information System Functions

- General Ledger
- Purchasing
- Accounts Payable
- Accounts Receivable and Payment Processing
- Treasury, Bank Reconciliations, and Cash Management
- Fixed Assets
- Projects and Grants
- Contracts management
- Budget Preparation
- Performance measurement
- Reporting (standard and user-created ad hoc)
- Cashiering
- Inventory

Human Resource Information System Functions

- Position Control
- On-line applications and applicant tracking
- Recruiting and Hiring
- Personnel Administration
- Benefits Administration
- Compensation Administration
- Leave Administration
- Skills / Talent / Knowledge Management
- Payroll and timekeeping interfaces

- Employee Records
- Training and Certifications
- Safety
- Employee Self-Service (including updates, benefits enrollment, and queries)

Payroll

Timekeeping

Municipal Court

- Case Initiation
- · Calendars and Dockets
- Collections and Payment Processing
- Reporting and Statistics
- Record Keeping and Document Management

Interfaces/Integration

Implementation Services

2.2.2 **Users**

The vision of how the various City staff will access and use the new ERP is presented in Table 6 — User Identification. The ERP users are grouped into general categories. Each of these general categories will require different ERP capabilities, information access requirements, and training. The estimate of the number of users in each category is based on current City employment numbers for each department. It should also be noted that the specific functions and access requirements for each category of user will be refined during the development and implementation of the ERP.

Table 6 – User Identification			
Category	Description	Type of Access	Current Numbers
Finance Department Staff	The City department charged with maintaining the City's financial records, and the primary users of the FIS.	The Finance Department staff must have access to all of the FIS functions that they need to accomplish their job assignments. It is reasonable to assume that all the staff in this category will require simultaneous access to the FIS.	16

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	Table 6 – User Identification			
Human Resources Department Staff	The City department which administers the City's human resource management and payroll activities, and the primary users of the HRIS and Payroll packages.	The Human Resources Department staff must have access to all of the HRIS and Payroll functions that they need to accomplish their job assignments. It is reasonable to assume that all the staff in this category will require simultaneous access to the HRIS. Payroll is supported by approximately 2 full-time staff.	9	
City Court	The City Court handles Traffic citations, Misdemeanors issues, Parking violations and banckrutcies.	It is anticipated that users of the Court system will need full access to the various modules based on the given previledges including: Calendar and Docket management Administrative function Case Initiation and management Collection and payment processing Document Management Reporting	6	
Other City Staff	Other users who need access to the data in the FIS. These users will have limited access to system and data.	It is anticipated that users in every department will need limited access to FIS functions and data for tasks such as: • Data entry of requisitions • Miscellaneous receivables • Cash receipts • Queries and reporting • Entry of budget request data	50	
Employees	All employees will need access for the HRIS "Employee Self Service" and Timekeeping functions.	It is anticipated that the HRIS will enable employees to inquire and potentially change their own records, within strict limits.	1050	
IT Support Staff	The City staff that provides the technical, programming and database management support for maintaining the City's computing activities.	The IT support staff will provide the system administration and database functions. This group will develop ad hoc reports and customized programs for transferring data between applications.	6	

Table 6 – User Identification			
Management Staff	The City management staff responsible for the operation of the City.	The Management staff must have access to various management reports and information. However, they will require limited access for inputting, editing, or changing ERP data. The system should provide "drill-down" capabilities with tools to assist in completing multidimensional decision analysis.	7

It is anticipated that the number of system users will not grow substantially over the next 5 years.

2.3 Application Requirements

The City has prepared a requirements questionnaire (scorecard) to be completed by the Offeror for each proposed system. The resulting score will form part of the basis for evaluating each Offeror's response. The scorecard is meant to determine how much of the required functionality each Offeror's product can provide. The requirements are weighted, based upon the City's priorities. Offeror responses need to be accurate, and Offerors who misrepresent their product capabilities will be disqualified and removed from further consideration. The entire requirements scorecard is subject to verification at any time during the procurement process. Additionally, this document will also be included as part of the final contract documents, so Offerors must be accurate in their responses.

Minimum Human Resources Application Requirements

The system and/or its software programming components must be able to calculate, or alternatively import and integrate from another time and attendance module, applicable overtime, compensatory time, and meal period accrual, payment and usage in real time and within multiple tours of duty of either 21 or 28 days for non-exempt, certified police officers and state-certified Firefighters. A full, detailed explanation of programming requirements is provided below. Please describe how your system handles these requirements.

Fire Department:

All fire personnel (with the exception of Administrative Staff personnel) are on a 28-day tour of duty. They are scheduled to work 24 hours on and 48 hours off for a total of 216 hours per tour. There are 9 shifts in a tour of duty and employees' receive a Kelley Day every three months. The Kelley Day is necessary to prevent employees' from working 10 shifts in a tour of duty. The tour of duty begins on a Saturday and ends on a Friday.

Employees on a tour of duty are paid on a bi-weekly pay cycle and paid 108 hours per pay period. The City pays time-and-a-half for hours worked in excess of 212 hours during a tour, and, thus, an employee who works 216 hours in a tour is paid for 212 hours at the employee's basic (straight-time) rate and four hours at the premium (time-and-a-half) rate. Hours worked in excess of 216 hours during the tour, however, are compensated in arrears at the end of the tour. Employees can elect to be compensated

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for hours worked in excess of 216 hours monetarily—paid at the premium time-and-a-half rate—or in the form of compensatory time. Employees cannot, however, elect to receive compensatory time for the 213th, 214th, 215th and 216th hours; these hours are always paid albeit at the premium rate.

Police Department:

The Police Department consists of certified police officers and non-certified personnel.

Full-time non-certified personnel are scheduled to work 37.50 hours per week and are not on a tour of duty. If non-exempt, straight time is paid for the hours worked between 37.50 and 40 and time-and-a-half is paid for hours worked over 40 in the workweek. Full-time non-certified personnel are on a bi-weekly pay cycle and are paid 75 hours per pay period. Additional wages are paid in arrears for hours worked in excess of 37.50 or the employee may choose to accrue compensatory time in lieu of pay.

All certified police officers are also on a bi-weekly pay cycle and are paid 75 hours per pay period. Certified police officers with the rank of Lieutenant and below are on a 21-day tour of duty. Additional wages are paid at the end of the tour (in arrears) for hours worked in excess of 112.50. The first 128 hours worked during a tour are paid at straight time, while time worked in excess of 128 hours is compensated at the premium time-and-a-half rate. In lieu of pay, an employee may elect to accrue compensatory time for time worked in excess of 128 hours in a tour.

In addition, non-exempt certified police officers (rank of Lieutenant and below) who work a minimum of four (4) hours a day receive extra compensation for a .75 mealtime period for that day. Meal breaks are <u>always</u> paid (cannot accrue compensatory time). This extra compensation is considered time worked and counted when calculating the number of other hours worked by each officer in a tour of duty.

2.3.1 Functional Requirements

The functional requirements scorecards are included in Appendix 8.1. The scorecard needs to be completed, in hard copy as well as electronically, and included in the RFCSP response.

2.3.2 Interfaces

The new ERP system will require interaction with other City core systems which will send and receive data. These interfaces may be one-way or bi-directional. Some interfaces will be interim and then permanent.

The interface requirements will identify the interfaces between the new ERP and other systems maintained by The City. The interfaces that have been identified and will be described in the RFCSP are listed in Table 7.

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Table 7 – Interface Definition			
<u>Interface</u>	<u>Description</u>		
FIS with CIS	The City's Water and Sewer Department is presently implementing the Advanced Utility Systems Infinity CIS. Describe capabilities for making daily entries for: Cash receipts Billing Adjustments		
FIS with Fleet	The City uses the FASTER fleet management system and "Fuel Master" software. The City's Fleet costs are distributed quarterly to the departments which own the vehicles and equipment. Describe capabilities for making quarterly entries for these intragovernmental transfers.		
FIS with Tax Billing and Business License	The City uses the "Local Government" Property Tax Billing and Business License applications. Describe capabilities for making daily entries for: Cash receipts Billing Adjustments		
FIS, HRIS, and Courts with EDMS	The City expects to establish a standard for electronic document management, but no timetable has been defined. Describe capabilities for storing and accessing documents (including images, videos, internally created, and scanned) associated with FIS, HRIS, and Courts transactions.		
FIS with Courts	The City plans to replace its COBOL Courts application as soon as is feasible. For the Court system being proposed (as an option) or for third party Court systems, describe the capabilities for making daily entries for: Cash receipts Billing Adjustments		
FIS and HRIS with Payroll	The new Payroll application should utilize employee data which resides in the HRIS, and should initiate Journal Entries for the FIS. If the Offeror is not proposing an integrated FIS, HRIS, and Payroll application, it should discuss its experience integrating Payroll with other providers' FIS and/or HRIS products.		
FIS with Departmental Cash Receipts	Several City departments collect cash, recording the transactions in operational applications. The summary Journal Entries and cash receipts are posted daily and/or monthly to FIS. Describe capabilities for making daily entries for cash receipts, and your experience interfacing with departmental systems which include "RecTrack" (recreation management application), "Club Prophet" (golf club management system), and "My Senior Center".		

	T T
GIS (ESRI)	GIS Interface:
	Interface to ESRI GIS system to provide spatial queries and analysis.
External Sources	Banks – Interface to various banking partners; also describe interface capabilities
	Payment Processors – Describe capabilities, including third party EDI
	Tax – Interface to Property Tax software
Office Automation	The system should provide a facility to export data into Microsoft Office products, including Excel and Word. System query results and other data look-ups should be easily exported into Excel spreadsheets for further analysis.
Reporting	The system should provide access to data for direct query by third party reporting applications, including but not limited to Crystal Reports and the reporting/analysis tools within SQL Server.
Future Computerized Maintenance Management System (CMMS)	While no current system exists for maintenance management, The City may consider a System acquisition as some point in the future. Vendors should at least address their interfaces to third party maintenance management systems.

<u>All interfaces are to be priced separately in the pricing template.</u> The pricing template can be found in Appendix 8.4.

2.3.3 Software Configuration vs. Customization

The City prefers to select an ERP that is enhanced through tailoring and configuration rather than code modification. Any custom code required to fulfill The City's functionality must be incorporated in the system's base code to ensure future upgradeability. Custom code modifications that are outside of this constraint will only be allowed in extreme cases and the Offeror will be contractually obligated to support it for all future upgrades. Hence the standard maintenance agreement will include upgrades/certifications for all custom code.

2.4 System Requirements

Section 1.3 of this RFCSP includes the City's standards for computer hardware, systems software, database software, and networking. Additional components are the following:

• Security Standards: The City desires the ability to utilize Microsoft's Active Directory and LDAP functionality to manage/link users. The City requires that the system be capable of providing module-level, form-level, function-level, field-level, and data-level security. In addition, application security needs to extend to the database to prevent unauthorized access to data from other data access tools, such as ODBC. Users must be created in the database either through the application or Active Directory.

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• System Failure and Disaster Recovery: The City currently utilizes Microsoft Data Protection Manager backup software for all physical and virtual Windows server backups. Combinations of full and differential backups are run multiple times daily.

Hardware sizing information by module: Section 1.3.1 lists the parameters that the Offeror should use in determining the appropriate hardware to meet the City's processing needs. Table 8 lists some anticipated transaction volumes. The City wishes to maintain sub-second response time during normal daily operations. Response times should not degrade considerably when batch or on-line processing occurs. Hardware should be sized appropriately to maintain required response times.

Table 8 – Staffing and Transaction Volumes				
Full-time users 22 Funds 10				
Part-time users	45	Number of years on-line history required	3 years	
Occasional users 1,050		Paychecks per Year	31,000	
Cash Receipts per Month		600		

3 Application Services

3.1 <u>Implementation Requirements</u>

The City requires that each Offeror prepare a detailed Implementation Plan outlining the required tasks, estimated hours, responsibility, major deliverables, and timing. This plan shall be developed as an initial deliverable during the implementation of the new system.

Prior to selection, the City needs to know the Offeror's methodology and approach to implementation. Included with this RFCSP in Appendix 8.3 is a template for the Implementation Plan response for specifying the anticipated approach, and assignment of roles and responsibilities. Each Offeror is required to use the implementation plan template as part of its response. At a minimum, the RFCSP response will cover the following areas:

- Project Management
- Project Schedule high level phases and time to implement (does not need to be MS Project)
- Hardware Selection and Installation Recommendations
- Application(s) Installation (including database)
- Application set up (Tailoring, Configuration, User Set Up)
- Configuration Change Management Control
- Data Mapping and Conversion
- Interface Development
- Testing Unit and System
- Process Changes
- Forms Changes and Design
- Reports
- Training System and End-User
- System Acceptance Testing

- Transition to full operations (cut-over)
- Post Go-Live Support (4 weeks)
- Support through first major events (first month's closing, quarterly closing)
- Backup and Recovery

Each implementation task should define the level of resources required, timing of resource needs, and deliverables for both the system provider and for the City.

3.1.1 Data Conversion

The City anticipates revising its Chart of Accounts, reconsidering a number of policies, and revising business practices to take advantage of the capabilities of its new FIS, HRIS, and other applications. This may limit the comparability of data between the current COBOL FIS application and the new system.

Each Offeror should propose the data conversion required to make its systems operational, considering the following:

- The City expects to "go live" with FIS midway through its 2015 Fiscal Year, in January, 2015. As a result, budgets and summary data from the prior months of the fiscal year will need to be converted into the new FIS.
- Employee data will need to be converted into the new HRIS.
- All historical information on Court cases will need to be converted into the new Courts package.

In addition, the City wishes each Offeror to propose an optional cost to convert three years of historical data and the cost of any additional years beyond the first three years of historical data and place it in the new ERP. The response should specify what data the Offeror plans to convert and how the Offeror plans to meet this requirement. Pricing for this conversion should be included in the pricing worksheet.

3.2 <u>Training Requirements</u>

The Offeror will be responsible for training the City's core team in all aspects of the product and assist with set-up and configuration of the product to accommodate the City's specific requirements. The Offeror must supply a price list for continued training of the City's core team in order to achieve a level of product proficiency (for pricing purposes, assume a core team of up to 10 persons for FIS, up to 8 persons for HRIS, and up to 6 persons for Courts). On-going training schedules, locations, and costs should also be provided in the event that training is required in the future. The pricing of these items should be included in the pricing template found in Appendix 8.4.

System administration and technical training will be provided to up to six (6) City employees. This training should result in system administrators that are knowledgeable of the application's maintenance requirements and support requirements, data management, and administration processes, security, and the environment in which it is going to be used. These employees would be the first line of support to the daily system users, with the capability to conduct ongoing application user training as needed.

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3.3 System Acceptance Testing

The Offeror shall provide the City with a Test Plan that demonstrates that the resulting integrated system (including installed software, system configuration, integration components, and the City's data as migrated by the Offeror) fulfills the City's stated requirements. The Test Plan will be provided to the City and its Implementation Consultant for review and approval. The Offeror will provide test scripts that exercise the system according to the test criteria and document the results of all testing. The Offeror, along with the City and the Implementation Consultant, will be involved in performing the actual system testing. The Test Plan must identify how the specified tests will simulate the City's transactions (batch and real time) and will validate the integrity of the application interfaces and the City's migrated database.

The results of all testing will be documented to include the following:

- Reference to the appropriate section of the test procedures
- Test results for each test segment including a passed/failed indication and any modifications made to the procedures during the test
- Sign-off by the Offeror's test engineer and of the City representative witnessing the test
- Date of the test
- Provision for comments by the City's representative
- Copies of any variance reports generated
- System logs or printouts saved as part of the test.

Tests conducted by the Offeror may not prevent the operation of existing systems or cause system interruptions unless previously approved by the City.

The City reserves the right to withhold up to 20% of the contract price until the complete integrated system completely passes the agreed-upon acceptance testing.

3.4 On-Going Support and Maintenance

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities. This proposed support must include: standard software maintenance, product help desk (at least weekdays 7:00 AM – 5:00 PM Local Time), product fixes, product enhancements, and regular product releases based on a defined on-going maintenance fee. If there are alternatives to this level of support please provide this detail and the corresponding pricing. The Offeror should discuss its upgrade policies and upgrade history of the proposed solution. The Offeror must have the ability to remotely log into the customer's system to diagnose and correct problems real-time. The Offeror should describe the process for the City to request future product enhancements. The Offeror must disclose the on-going costs for product maintenance and upgrades for a 10 year period in the pricing response.

3.5 Pricing

Pricing is an important aspect of the overall evaluation of the Offeror's response. Included in this RFCSP, Appendix 8.4, is a pricing template that should be used to provide the cost of the solution. Failure to use the provided pricing template may characterize the response as non-responsive and preclude the Offeror from further

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consideration in this procurement. Please price the solution as accurately as possible as it may become the basis for the contract price. Any Offeror who significantly under-bids its solution may undergo additional examination and be asked to provide additional information to support its priced proposal. The City at its sole discretion may disqualify a firm which significantly under-bids its solution during this procurement. Please provide the level of detail defined in the pricing template. For the purposes of this RFCSP, pricing should include all of the functionality requested. If there is alternative pricing for cost savings it should be set forth in a separate document (a second copy of the pricing worksheet can be used but must be clearly marked). Clarification will be sought for incomplete responses. If clarifications are not received, they may be considered non-responsive and precluded from evaluation. All items not defined in the scope must be shown separately as optional modules or tasks, and priced separately.

The City also requires each Offeror to provide a rate schedule for each type of installation resource being proposed to be used to price any out-of-scope work that arises out of the implementation of the Offeror's proposed solution. These rates will remain in effect for the duration of the implementation effort. Please include a rate schedule in the pricing template found in Appendix 8.4.

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4 RFCSP Guidelines and Schedule

4.1 Guidelines

- The City requires a Time-and-Materials contract with a Not-to-Exceed price for this procurement. The Successful Offeror is expected to complete the statement of work for the negotiated price.
- The City will hold the Successful Offeror to the proposed total contract price. Phase and task cost reconciliation will not be performed.
- Offerors may propose any combination of the requested applications. ALL
 OFFERORS SHOULD RESPOND TO THE SYSTEMS REQUIREMENTS TAB
 IN THE FIS QUESTIONNAIRE, IN ADDITION TO THE SCORECARD(S) FOR
 THE APPLICATION(S) BEING PROPOSED.
- The response must follow the RFCSP Response Outline provided in Section 6.
- All forms and questionnaires should be completed using the electronic versions provided with this RFCSP.
- Please provide ten bound paper copies of your RFCSP response.
- Please provide two electronic copies of your RFCSP response on two CD-ROMs utilizing Microsoft Word and Excel, version 2007 or lower.
- Please provide your completed Pricing Schedule in a separate sealed envelope inside the proposal clearly marked "ERP Price Schedule", including one printed and one electronic copy. The Pricing Template is included in Appendix 8.4. If alternate pricing is submitted, please include more than one template and distinguish this document from the original. This should also come under the above referenced separate cover.
- A pre-proposal conference will be held at the date and time specified on the Cover Page of this document. The location of the pre-proposal conference is specified on Page 5 of this RFCSP.
- Your completed response must be received no later than the Response Due Date listed on the cover, addressed according to the instructions on Page 5 of this RFCSP. Late bids will not be accepted.
- Please submit all questions and matters relating to this RFCSP to Mr. Michael Moosavi, at Westin Engineering, Inc. He may be reached at (512) 516-7312 or by email at michael.moosavi@we-inc.com. Questions should be submitted in writing via email. The website may be updated with Offeror questions and answers periodically throughout the RFCSP process. Please check the website for any updates.

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4.2 Schedule:

The City intends to adhere to the schedule below for the selection process. Dates beyond the Response Due date may be adjusted by the City as needed.

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Activity	Date		
RFCSP Release Date	10/15/13		
Questions Due/Pre-Bid Conference	10/30/13		
Questions & Answers Published	11/1/13		
Responses Due	11/13/13		
Short List Selection	12/4/13		
Demos (Preparation and Delivery)	12/16/13 – 12/18/13 (City Court) 1/6/14-1/24/14 (FIS & HRIS)		
Site Visits	2/3/14-2/14/14		
Finalist Review/Selection	2/26/14		
Contract Negotiation and Award	March, 2014		
Anticipated Start Date of FIS Implementation (HRIS and Court System systems will be implemented after the FIS is implemented)	April, 2014		

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5 Proposal Evaluation

5.1 Evaluation Criteria

Offerors' proposal responses will be evaluated based on the following major criteria:

Total Functional			55%
Requirements Scorecard		40%	
Financial Module	55%		
Human Resource Module	30%		
Court Module	15%		
Technical Fit		10%	
System Architecture	15%		
Product Fit	50%		
Technology Direction	15%		
Complexity	20%		
Site Visits		5%	
System Look & Feel	35%		
Staffing Requirements	25%		
Overall Impression	40%		
Total Non-Functional			25%
Vendor Profile		5%	
Company Stability	20%		
Product History	15%		
Implementation Risk	25%		
Customer Base	15%		
Vendor Qualifications	20%		
Responsiveness to RFP	5%		
Project Approach		5%	
Completeness of Plan	30%		
Quality of Plan	30%		
Timeframe	20%		
Time Commitment	20%		
Scripted Scenarios		10%	
Completeness of Solution	35%		
Ease of Process	40%		
Overall Quality	25%		
References		5%	
Vendor Partnership	30%		
Implementation Quality	30%		
Post Install Support	40%		
Cost			20%
Total Scorecard			100%

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5.2 Short-List Selection

The City intends to select two to three Offerors from the RFCSP responses in each application area (i.e., FIS, HRIS, Courts) for further evaluation. The short-list will be selected by evaluating the Offerors' responses covering the requirements questionnaire, system architecture, implementation plan, price, and overall response to the RFCSP. Additional discovery may be performed to assist in selecting the short list Offerors. The short-list Offerors will be contacted in writing regarding their status as short-listed Offerors. Those wishing to continue will be provided with the scripted scenarios that they will use for preparing for the software demonstrations.

5.3 Demonstration Scenarios and Site Visits

The City will further evaluate Offerors' solutions by utilizing scripted scenarios and site visits. Each short-listed Offeror will be provided the scripted scenarios that they are to use to prepare for an on-site solution demonstration. It is anticipated that the demos will take two days each for FIS and HRIS and one day for the Courts System. The short-listed Offerors will be further evaluated on their performance during the scripted scenario demonstrations, reference checks, additional discovery, and (at the option of the City) organized site visits to Offerors' customer sites. Offerors will provide the City with a list of at least five potential customer sites and the City intends to select no more than two sites to visit. Sites close to the City would be preferred (within 250 miles); however, sites most similar to the City take precedence.

5.4 Finalist Selection

The Successful Offerors will be selected by compiling all of the evaluation criteria and selecting the short-listed Offerors that the City feels would make the best system provider partners.

5.5 Solution Confirmation and Best and Final Offer

Upon selection of the finalist(s), the City and the finalist Offerors may conduct a solution confirmation workshop. This workshop will enable the parties to confirm all requirements and representations in order to complete the best and final offer. This workshop may include additional demonstrations, confirmation of the requirements scorecard, or any additional items that either party requires to be confirmed. The finalist(s) will then complete their best and final offer. The selected best and final offer will form the basis for contract negotiation. Pricing on a best and final offer will be good for one hundred and eighty (180) days from delivery to the City.

6 Contract Terms and Conditions

It is important for the Offeror to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents.

6.1 Basis for RFCSP Response

Only information supplied by the City in writing through the RFCSP contact should be used in the preparation of Offeror proposal responses.

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Only replies by formal addenda shall be binding. Oral interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the proposal response.

6.2 City Terms and Conditions

The Offeror must clearly and specifically detail all exceptions to the Terms and Conditions imposed in this section in the transmittal letter that will accompany its RFCSP response.

6.2.1 Indemnification

The Offeror shall indemnify the City and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the City growing out of or incurred in doing said work or arising from any operations, acts or omissions of Contractor related to the work. Offeror's indemnification shall also encompass any and all financial damages to City resulting from the activities and responsibilities of the Offeror, Offeror's employees, and subcontractors.

6.2.2 Warranties

Offeror warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed.

6.2.3 Terms for Payment

The City may withhold payment for materials and services until it has received, has inspected, and has determined they are conforming to specifications and requirements in the purchase order. Payment for materials and services delivered will be thirty (30) days from the date of the invoice. The Offeror shall be paid, upon the submission of proper invoices, to attention of Accounts Payable at the prices stipulated for services rendered. Invoices must contain the purchase order number and person who made the request.

6.2.4 Assignment

The Offeror shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all if its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

6.2.5 Offeror's Employment Practices

The Offeror shall not subscribe to or engage in any personnel policy, standard, or practice that permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex, disability, or veterans status and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

6.2.6 City's Employment Practices

It is the policy of the City not to discriminate on the basis of race, creed, color, national origin, age, sex, disability, or veterans status in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. Offeror shall certifyand warrant that it will comply with this policy with regard to all aspects of the resulting contract.

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6.2.7 Compliance with Laws

Offeror's business practices, and all services and equipment provided pursuant to the resulting contract, shall comply with applicable Federal, State, and Local statutes, ordinances, rules, and regulations. Offeror is responsible for obtaining and paying for all permits, if any, necessary to complete the work. In addition, Offeror shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

6.3 Vendor Terms and Conditions

The Offeror must submit a complete set of any additional terms and conditions that it proposes to discuss in contract negotiations with the City. Additionally, the Offeror must submit any and all documents/agreements the City must sign.

6.4 Disclosure of Proposal Response Contents

The Offeror's RFCSP response will become a public record after completion of the selection process. The City may disclouse part or all of the Offeror's pricing schedule before the completion of the selction process to seek approvals from the City Council.

6.5 <u>Late Proposal Responses</u>

Proposals must be received at the specified location on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of the City, may not be considered.

6.6 Signing of Proposal Responses

The submission and signature of a proposal response shall indicate the intention of the Offeror to adhere to the provisions described in this RFCSP and therefore must be signed by a representative with the authority to enforce adherence.

6.7 Cost of Proposal

This RFCSP does not commit the City to pay any costs incurred by any Offeror in preparation and/or submission of an RFCSP response or for procuring or contracting for the items to be furnished under the RFCSP. All costs directly or indirectly related to responding to this RFCSP (including all costs incurred in supplementary documentation) and all costs up until contract execution will be borne by the Offeror.

Each Offeror will be responsible for <u>all</u> costs incurred in preparing or responding to this RFCSP. The Offeror agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract) that might occur prior to delivery to the City. Such loss, injury, or destruction shall not release the Offeror from any obligations under this RFCSP or any resulting contract.

6.8 Statutory Disqualification.

By submitting a response, Proposer represents that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contender to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

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6.9 Conflict of Interest, Non-Collusion and Anti-Lobbying

The Offeror promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal response, directly or indirectly, through any contact with Council members, or City or the City employees between the release of this RFCSP and award of contract by the City and that there will be no collusion and no conflict of interest. In addition, Offeror represents no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest," as defined by T.C.A. §12-4-101, in Offeror or in the work which is subject to this ITB.

6.10 Ethical Standards.

Offer understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

6.11 Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

6.12 Ownership of Proposal Responses

All documents submitted in response to this RFCSP shall become the property of the City.

6.13 <u>Disqualification or Rejection of Proposal Responses</u>

Offerors may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists among the Offerors:
- The Offeror is in arrears on an existing City contract or has defaulted on a previous City contract;
- The Offeror lacks financial stability;
- The Offeror has failed to perform under a previous or current City contract:
- The Offeror has failed to adhere to one or more of the provisions established in this RFCSP;
- The Offeror has failed to submit its proposal response in the format specified herein;
- The Offeror has failed to submit its proposal response on or before the deadline established herein; or
- The Offeror has failed to adhere to generally accepted ethical and professional principles during the proposal process.

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6.14 Right to Waive Irregularities

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement provided that all proposal responses failed to meet the same mandatory requirement, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

6.15 Withdrawal of Proposal Responses

Proposals may be withdrawn by written notice received by the City prior to the exact hour and date specified for receipt of proposal responses. A proposal response also may be withdrawn in person by an Offeror or an authorized representative thereof, provided the identity is made known and he signs a receipt for the proposal response, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposal responses.

6.16 Amending of Proposal Responses

An Offeror must submit an amended proposal response before the deadline for receipt of proposal responses. Such amended responses must be complete replacements of previously submitted responses and must be clearly identified as such in the transmittal letter. The City will not merge, collate, or assemble proposal response materials.

6.17 Proposal Response Offer Firm

Responses to this RFCSP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposal responses must include a statement to that effect.

6.18 Exceptions to RFCSP Specifications

Although the specifications stated in the RFCSP represent the City's anticipated needs, there may be instances where it is in the City's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Offeror make very clear where exceptions are taken to the specifications and how the Offeror will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the Offeror does not make clear that an exception is being taken, the City will assume the proposal response is responding to and will meet the specification as written.

Where the Offeror does not agree with the City's terms and conditions, the proposal must enumerate the specific clauses that the Offeror wishes to amend or delete and suggest alternative wording. Any minimum terms that the City will have to agree to in order to enter into a contract with the Offeror and any item the Offeror considers to be a "deal breaker" must be submitted with the RFCSP response.

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6.19 Consideration of Proposal Responses

Discussions may be conducted with responsible Offerors for the purpose of clarification to assure full understanding of the Offeror's proposal. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the City.

6.20 Vendor Selection

While the City prefers to select a finalist from the proposals submitted, the City reserves the right to accept or reject any portion of the proposal, including but not limited to, selecting an Offeror's solution and rejecting the system implementer. If this becomes necessary, the City will allow time to procure another system implementer.

6.21 Termination

The City reserves the right to cancel this RFCSP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFCSP.

6.22 Governing Law; Venue

This RFCSP and any resulting Contract will be governed by the laws of the State of Tennessee. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

6.23 No Obligation

This procurement in no manner obligates the City to the eventual rental, lease, or purchase of any software or services offered until confirmed by an executed written contract.

6.24 Award of Contract

The City reserves the right to withhold final action on the Proposal for a reasonable time, not to exceed one hundred and eighty (180) days after the date of opening proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Offeror. The award of the contract, if an award is made, will be to the most responsible and responsive Offeror(s) whose proposal response meets the requirements and criteria set forth in the Request for Proposal. The City reserves the right to abandon, without obligation to the Offeror, any part of the project, or the entire project, at any time before the Successful Offeror begins any work authorized by the City.

The award of the contract shall not become effective until the contract has been executed by the Successful Offeror and the City.

6.25 Execution of Contract

The City of Murfreesboro shall authorize award of a contract to the Successful Offeror and shall designate the Successful Offeror as the City's vendor. The City will require the Successful Offeror(s) to sign the necessary documents entering into the required Contract with the City within 10 days of receipt and to provide the necessary evidence of insurance and/or bonding as required under the contract documents.

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No contract for this project may be signed by the City without the authorization of the City Council. No contract shall be binding on the City until it has been approved and executed by the Mayor or designee and approved as to form by the City Attorney.

6.26 Insurance

The Successful Offeror shall maintain the following commercial insurance policies for the duration of the Contract in the amounts specified:

- Workers' compensation and employer's liability insurance Workers compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Comprehensive automobile liability insurance Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
- Professional liability (errors and omissions) insurance affording professional liability insurance – To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.
- Technology Errors and Omissions insurance to include data breach and loss of personally identifiable information - To a limit of \$1,000,000 each claim, and \$2,000,000 aggregate.
- Third Party Fidelity insurance to insure loss or money and securities sustained arising from theft by vendor, vendor's employees, or vendor's subcontractors To a limit of \$1,000,000 each claim, and \$2,000,000 aggregate.

The selected Offeror must provide the City with the required insurance certificates and endorsements and name the City as an additional insured on the liability coverages prior to contract execution.

6.27 Scope of Insurance and Special Hazards

The insurance required under the proceeding paragraphs shall provide adequate protection for the Successful Offeror and sub-contractors, against damage claims that may arise from operations under this contract, whether such operations by the insured or by anyone directly or indirectly employed by the Successful Offeror.

6.28 <u>Taxes</u>

The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Offeror. Furthermore, Offeror understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

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6.29 Solution Confirmation Training

The City may, at its discretion, send no more than five employees to attend selected training on the finalist(s) solution as part of the solution confirmation. Finalist(s) will provide the training free of charge to the City. The City will incur and pay for all travel, lodging and meal costs related to the training

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7 RFCSP Response Requirements and Format

Please use the following format to structure your RFCSP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. The number of pages in the RFCSP response cannot exceed 50 pages. Appendices will not be counted as part of the 50 page limit. Resumes and marketing material may be included and will not be counted towards the 50 page limit; however this information must be in its own section at the back of the RFCSP response. All materials must fit into a single binder. Please supply ten(10) copies and two electronic copies.

7.1 Cover

7.2 Complete Table of Contents with figures and tables

7.3 Transmittal Letter

The transmittal letter will indicate the intention of the Offeror to adhere to the provisions described in the RFCSP without modification. The letter of transmittal will:

- 1) Identify the submitting organization;
- 2) Identify the person, by name and title, authorized to obligate the organization contractually;
- 3) Identify the contact person responsible for this responsealong with such person's phone, fax, and email address;
- 4) Explicitly state that Offeror has reviewed and accepted the Terms and Conditions:
- 5) Explicitly state that the Offeror has or will be able to obtain the insurance coverage specified in section 6.26 and 6.27:
- 6) Identify any and all exceptions or "deal breakers" to the RFCSP requirements:
- 7) Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. If partners are used, they must also guarantee their section of the proposal for 180 days;
- 8) Acknowledge completion of the Pricing Worksheet;
- 9) Signed by a person authorized to contractually obligate the organization.

7.4 Executive Summary

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal response.

7.5 Offeror Qualifications

 Vendor Profile and Product History: The Vendor will provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Vendor. The Vendor will also provide a brief history of the solution they are proposing. Vendor will complete

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- Appendix 8.2. If more than one Offeror is submitting, a profile must be included for each.
- 2) Minimum Qualifications: Please describe how you meet the minimum requirements listed in section 2.1.
- 3) Experience: Please describe your organization's experience in implementing your solution and how your solution has improved your customers' operations.
- 4) References: Please provide references for at least five organizations in the United States of similar size to the City, with utility and/or public sector experience and 15 implementations overall in the public sector with five implementations of the solution in the previous five years and at least one installation on the version proposed within the past two years. (Appendix 8.5)
- 5) Vendor Conflict of Interest Form (Appendix 8.6)

7.6 <u>Presentation of System Overview</u>

Please cover the following topics:

- 1) Identify the proposed software modules, system architecture and development tools.
- 2) Identify other software that is required for the solution.
- 3) Identify the recommended hardware.
- 4) Describe recommended redundancy and fault tolerance guidelines.
- 5) Identify recommended operating environments: production, test, QC, etc.
- 6) Describe the application security environment.
- 7) Describe the User Interface.
- 8) Describe your future direction and plans for the software.
- 9) Describe how program exits or other external process logic is applied to the system.
- 10) Describe all pre-existing interface points.
- 11) Describe your approach to writing and managing interfaces.
- 12) Describe the required skills needed to maintain and enhance the system.
- 13) Describe your upgrade policies, frequencies and costs.
- 14) Describe software licensing (server, user, processor based, etc.).
- 15) Warranty and support.
- 16) Technical system documentation (not marketing material).
- 17) List of the report families (do not list each report but rather the family/group they belong to).

7.7 Describe Your Project Implementation Plan

In addition to the template provided in Appendix 8.3, please cover the following items in your response:

- 1) Project Management
- 2) Project Schedule high level phases and time to implement (does not need to be MS Project)
- 3) Hardware Selection and Installation Recommendations
- 4) Application(s) Installation (including database)
- 5) Application set up (Tailoring, Configuration, User Set Up)
- 6) Configuration Change Management Control
- 7) Data Mapping and Conversion
- 8) Testing Unit and System
- 9) Process Changes

- 10) Forms Changes and Design
- 11) Reports
- 12) Training System and End-User
- 13) System Acceptance Testing
- 14) Transition to full operations (cut-over)
- 15) Support through first major events (first month's full billing, first month collections)
- 16) Backup and Recovery

7.8 Description of Service Team Experience and Capabilities

- 1) Please present each team member and their role on the project.
- 2) Please provide resumes and relevant experience for each proposed team member.

7.9 On-Going Product Support and Maintenance Programs

7.10 On-Going Training Programs

7.11 Provide all legal documents and compliance reports as requested

- 1) Standard professional services contract.
- 2) Software licensing agreement.
- 3) Standard support/maintenance agreement.
- 4) Performance benchmarks for the proposed hardware environment.

7.12 Completion of Scorecard

1) ERP System Functional Requirements Scorecard (Appendix 8.1)

7.13 Exceptions to the Requirements

The Offeror must clearly and specifically detail all exceptions to the exact requirements imposed by this RFCSP.

7.14 Pricing Information

- 1) Use Pricing Template provided in Appendix 8.4
- 2) Signed by the person authorized to contractually obligate the organization.
- 3) Include under separate cover with RFCSP response.
- 4) If alternate pricing is submitted, include more than one template and distinguish this document from the original.

7.15 Required Appendices

The RFCSP must include the following Appendices:

- 1) ERP System Functional Requirements Scorecard
- 2) Vendor Profile Questionnaire
- 3) Implementation Roles and Responsibilities Template
- 4) Pricing Worksheet
- 5) Reference Worksheet
- 6) Conflicts of Interest

8 Appendices

8.1 <u>ERP System Functional Requirements Questionnaire</u>

Included with this RFCSP is the MS Excel version of the functional scorecard. Please complete the MS Excel versions of the scorecards to facilitate the City's evaluation. The Excel version of the scorecards should be submitted electronically with the RFCSP response. This document will be a required attachment to the final Contract so please answer accurately.

8.2 Vendor Profile Questionnaire

An Offeror profile questionnaire must be completed for each organization that will participate with the system provider in the implementation of the proposed solution.

8.3 Implementation Roles and Responsibilities Template

Attached is a template, with some example data, which should be used to develop the implementation plan. The City wishes to know for each implementation task who is responsible for what activities, what staff commitment is required to complete the task, and the anticipated time to complete the task. While the Offeror may not be able to determine the time required of City employees to complete the task, the duration of the task should be known. In preparing your response, do not consider the tasks listed as the complete list of tasks for the implementation. These are the tasks that should be considered at a minimum. The level of detail, completeness, and quality of the implementation plan will be weighted heavily in evaluating the Offeror's responses. The City requires each Offeror to explain, in sufficient detail, the level of effort required by both the City and the Offeror in implementing the proposed solution. The City will not hold the Offeror to the individual hours specified by task. The City only wishes to understand where the Offeror perceives the effort involved in completing the implementation. However, the system provider will be required to complete the agreed to scope of work for the negotiated fee.

8.4 Pricing Worksheet

The pricing template is provided as a MS Excel template. Each Offeror is required to use the supplied pricing template to price its solution. Each item needs to be complete. Incomplete responses may be withdrawn from further consideration. Reminder: This Appendix must be submitted in a separate sealed envelope inside the proposal, which must be clearly marked "ERP Price Schedule".

8.5 Reference Worksheet

Each Offeror in the proposal is required to use the form to list contact information for 5 organizations in the United States of similar size to the City, with utility and/or public sector experience, and 15 implementations overall in the public sector.

8.6 Conflicts of Interest

The Potential Conflict of Interest form is required to be completed by each organization that will participate with the system provider in the implementation of the proposed solution.

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8.7 Contract

The Offeror is required to submit a Professional Services Contract, Software License, and Service and Maintenance Agreement.

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